

23. FORCE MAJEURE. Neither party shall, in any manner whatsoever, be liable or otherwise responsible for any delay or default in, or failure of performance resulting from or arising out of or in connection with, any Event of Force Majeure and no such delay, default in, or failure of performance shall constitute a breach by either party hereunder.

24. CONFIDENTIALITY. Owner and USWC each hereby covenants and agrees that, except as may be required by Law or pursuant to subpoena or order of any judicial, legislative, executive, regulatory or administrative body, neither it nor any of its officers, directors, employees or agents shall, directly or indirectly, disclose to any third party any of the terms of this Agreement. Owner and USWC each further covenants and agrees that it will not make any public statement or announcement with respect to (a) the existence of this Agreement and/or (b) the terms of this Agreement unless (i) the substance and form of the announcement or statement is agreeable to USWC and (ii) USWC agrees that such announcement or statement shall be made.

25. MISCELLANEOUS. This Agreement consists of these provisions, the attached Exhibits A, B, C, D, E, F, and G, all of which Exhibits are herein incorporated by this reference and made a part hereof. Nothing contained in this Agreement shall constitute a partnership or joint venture by the parties hereto or constitute either party the agent of the other. Neither party shall become liable by any representation, act or omission of the other contrary to the terms hereof. This Agreement contains the full and complete understanding between USWC and Owner with reference to the within subject matter, supersedes, when fully executed, all prior agreements and understandings (if any) between the parties, whether written or oral, with respect to the within subject matter, and

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cannot be modified or amended except by a written instrument executed by USWC and Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date and year first written above.

U S WEST COMMUNICATIONS, INC.

By: [Signature]
Title: VP & GM, REGIONAL BUSINESS SERVICES

Interface Communications Group, Inc.

By: [Signature]
Title: V.P. OPERATIONS

Jeffrey Morgan, Individually

[Signature]

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EXHIBIT A

To that certain Services Agreement dated as of (the "Services Agreement") by and between U S WEST COMMUNICATIONS, INC. ("USWC") and Interface Communications Group, Inc. and Jeffrey Morgan, individually ("Owner").

GLOSSARY

1. "AAA" is defined in § 20.3.
2. "Agreement" means the Services Agreement to which this Exhibit A is attached and the exhibits annexed to such Services Agreement, all of which are deemed incorporated therein and made a part thereof with the same full force and effect as if each such schedule and exhibit were set forth therein at length.
3. "Availability Date" shall mean the date Owner designates in an Availability Notice as the initial date that Selected Channel will be available to Subscribers over USWC's Video Dial Tone Service.
4. "Availability Notice" is defined in § 4.1.
5. "Availability Period" shall mean with respect to each item of Selected Channel the period of time that Owner designates in an Availability Notice that such Selected Channels will be available to Subscribers over USWC's Video Dial Tone Service. The Availability Period for each Selected Channel shall commence on the Availability Date for such Selected Channel and shall terminate on the End Date for such Selected Channel.
6. "Channels" shall mean analog Transmission of broadcast and cable television content, selected, packaged, and priced by Owner.
7. "Claim" is defined in § 6.
8. "Communications" is defined in § 13.
9. "Delivery" is defined in § 4.3.
10. "Delivery Schedule" is set forth in Exhibit B.
11. "End Date" shall mean the last day that an Selected Channel may be made available to Subscribers over USWC's Video Dial Tone Service as specified in the Availability Notice for such item of Specified Product, or such earlier date specified in a Withdrawal Notice.
12. "Event of Force Majeure" shall mean, in respect of a Person, that the performance of an act by such Person is prevented by any act, cause, contingency or circumstances beyond the control of such Person, including, without limitation, any governmental action, nationalization, expropriation, confiscation, seizure, allocation, embargo, regulation, order or restriction (whether federal or state),

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war (whether or not declared), civil commotion, disobedience or unrest, insurrection, public strike, riot or revolution, lack or shortage of, or inability to obtain, any labor, machinery, materials, fuel, supplies or equipment from normal sources of supply, strike, work stoppage or slow-down, lockout or other labor dispute, fire, flood, drought or other natural calamity, damage or destruction to plant and/or equipment, transmission failures, or any other accident, condition, cause, contingency or circumstance similar or dissimilar (including, without limitation, acts of God) within or without the Territory beyond the control of such Person.

13. "Homes" [See Resident].

14. "Hotel/Motel Room" shall refer only to a private guest room in a hotel or motel, not including common or public areas therein (e.g., lobbies, hallways, meeting rooms, etc.)

15. "Law" or "Laws" means laws, statutes, ordinances, rules, regulations, decisions, orders, judgments or decrees of the United States of America or any state thereof, or any locality or any foreign government or regulatory body or any court or arbitrator having jurisdiction of the parties or the subject matter, now existing or hereafter enacted or promulgated.

16. "Market Trial" is defined in § 2.1.

17. "Network and Gateway Services" is defined in § 2.2.

18. "Person" means a natural person, partnership, corporation, association, collective bargaining organization, unincorporated association, estate, trust or any other juridical entity or any nation, state or other governmental entity or any agency or subdivision thereof.

19. "Physical Properties" is defined in § 4.3.

20. "Channel" is defined in the Recital to the Agreement.

21. "Public Areas" shall include but not be limited to public rooms, waiting rooms, lobbies and public meeting rooms, prisons and areas which are open to the general public.

22. "Regulatory Approval" shall mean approval by any federal, state or other governmental entity having jurisdiction over the provision of Video Dial Tone Service or Network and Gateway Services by USWC.

23. "Resident" means a Person inhabiting any private residential dwelling units, hotel/motel rooms, hospitals, nursing homes, dormitories, prison cells, and other structures, institutions or places of transient work-related residence, but in any event, no places which are common or open to the public.

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Exhibit A

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24. "Selected Channels" is defined in the Recitals to the Agreement.

25. "Services" is defined in § 2.

26. "Subscriber" shall mean Residents, the inhabitants of which have elected to view Selected Channels on a subscription basis.

27. "Subscription" shall mean the Transmission of Selected Channels chosen by a Subscriber over USWC's Video Dial Tone Service for reception on such Subscriber's television set for which transmission that Subscriber is required to pay, on a subscription basis.

28. "Technical Trial" is defined in § 2.1.

29. "Territory" shall mean the telephone exchange area located in Omaha, Nebraska, presently served by USWC's 135th Street, 156th Street, and Fort Central offices.

30. "Transmission" shall mean distribution, transmission, display, delivery, and "Transmit" shall mean to cause the Transmission.

31. "Trials" is defined in § 2.1.

32. "Units" shall mean private residential dwelling units, Hotel/Motel Rooms, Commercial Establishments, hospitals, nursing homes, dormitories, prison cells, and other institutions, or places of transient work related residence and businesses.

33. "USWC Indemnities" is defined in § 6.

34. "Video Dial Tone Service" shall mean the Network and Gateway Services described in Sections 2.2(a)-(i).

35. "Withdrawal Notice" is defined in § 4.1.

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NETWORK

DISCLOSURE NEWS No. 121

Information for Customers, Vendors, Suppliers, Manufacturers, and End Users

Video Dial Tone (VDT) Analog System - Broadband Network Interfaces

Disclosure Date: August 1, 1993

Summary:

US WEST Communications, Inc. has announced it will utilize two common interfaces for providing broadband video applications: Television transmission service channels provided to convey 525 line, System M-National Television Systems Committee (NTSC) color or monochrome video signals and associated audio signals, and a Radio Frequency (RF) electrical signal as defined by the National Cable Television Association (NCTA).

Offering of these interfaces will be dependent upon approval from the Federal Communications Commission.

Location:

Omaha, Nebraska

Timing of Deployment:

A technical trial is planned to begin not earlier than February 1, 1994, and will last approximately 4 to 6 months. Upon completion of the technical trial, a market trial will begin and last up to one year.

Pricing:

US WEST will not charge video programmers, enhanced video gateway providers, or end-user customers for participating in the technical trial of regulated VDT service.

US WEST will develop and file a tariff for regulated VDT service which will be in effect for the duration of the market trial.

Interface Requirements:

INTERFACE #1 at the input (headend) to the system are baseband video and audio signals as described in the Electronic Industries Association/Telecommunications Industries Association standards document:

ELA/TIA-250-C-1989, "Electrical Performance for Television Transmission Systems," with the exception of the video signal-to-noise ratio (SNR) as referred to in paragraph 6.3.1. The value of the video SNR will be 47 dB weighted.

continued

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The Transmission Service Channel Performance for both video and audio signals are specifically the "End-to-End" parameters as stated in this document.

The following interface specifications will also be required:

- Video - 1 volt peak-to-peak signal, BNC connector at 75 ohms.
- Audio - Unterminated or Terminal LUG connector, left and right channel at 600 ohms.

INTERFACE #2 at the system output (home) is an RF electrical signal as described in National Cable Television Association (NCTA) document:

Recommended Practices for Measurements on Cable Television Systems, Second Edition, Part 1. International Standard Book Number 0-940272-17-2.

The end of line video requirements are as follows:

- Carrier-to-Noise (C/N 4 Mhz Bandwidth) -49 dB
- Composite Triple Beat (CTB - Carrier to average CTB, measured on unmodulated carrier on any channel) -53 dB
- Composite Second Order (CSO - Beat to unmodulated carrier) -56 dB
- Cross Mod (XMOD - per NCTA practice) -53 dB

The frequency range of a RF electrical signal shall be between 54 Mhz and 552 Mhz.

This interface will be a 75 ohm, female F connector. Also, in order to meet Cumulative Leakage Index (CLI) requirements and end-to-end system specifications, the inside wiring must be RG-6, dual shield, 60% aluminum polypropylene braid with the following loss requirements:

- 6.5 dB at 100 feet at 750 Mhz
- 5.35 dB at 100 feet at 650 Mhz

All inside wiring must meet the 1993 National Electrical Code, Article 820, Section E requirements for Type CATV and CATVX available from the National Fire Protection Association (NFPA).

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EIA/TIA documents can be obtained by contacting:

American National Standards Institute (ANSI)
Customer Services
11 West 42nd Street
New York, NY 10036
or call 212-642-4900
Price: \$45.00

ANSI standard information can also be obtained from a standards document distribution company.

NCTA documents can be obtained by contacting:

NCTA Technical Publications
National Cable Television Association
Science and Technology Department
1724 Massachusetts Avenue, N.W.
Washington, D.C. 20036-1969
or call 202-775-3637
Price: \$55.00 for NCTA members, \$75.00 for non-members

NEPA documents can be obtained by contacting:

National Fire Protection Association
1 Batterymarch Park
P.O. Box 9146
Quincy, MA 02269-9959
or call 800-344-3555
FAX order to 617-984-7057 (add \$4.15)
Price: \$29.25 for members, \$32.50 for non-members

Additional Information: Any customer premises equipment vendor/manufacturer or enhanced services provider desiring additional technical information in conjunction with these interfaces provided by U S WEST may write to:

W. C. Coufal
U S WEST Communications, Inc.
Network Transport Technical Services
1314 Douglas on the Mall, Room 930
Omaha, Nebraska 68102

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EXHIBIT B

To that certain Services Agreement dated as of (the "Services Agreement") by and between U S WEST COMMUNICATIONS, INC. ("USWC") and Interface Communications Group, Inc. and Jeffrey Morgan, individually ("Owner").

ITEMS OF DELIVERY

- I. Materials to be delivered to U S WEST, Attention: Jeannette Noyes:
 1. Evidence of the contract for distribution of each Channel over USWC's Video Dial Tone Service;
 2. Evidence of the through-to-the-viewer licenses for each Selected Channel.
 3. A full set of original negatives, positives and transparencies of photo/stills in the possession or under the control of Owner, if any, depicting different scenes and/or poses taken from the Selected Channel which shall be suitable for use by USWC in the preparation of advertising, exhibition, and publicity material for the Selected Channels.
 4. Such other publicity and exploitation material (e.g., poster art, one-sheets, color transparencies, press books) as Owner may have in its possession or under its control.
 5. Certificate of Errors and Omissions Insurance.
 6. Copies, as available, of any important reviews and articles published about each Channel.
 7. Statement of any major awards or prizes received by the Selected Channel and/or any person associated with the Selected Channel.
- II. Signal Delivery
 1. Signals conforming to the attached Network Disclosure.

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Exhibit B

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EXHIBIT C

To that certain Services Agreement dated as of 27 May 1994 ("Services Agreement") by and between U S WEST Communications, Inc. ("USWC") and Interface Communications Group, Inc. and Jeffrey Morgan, Individually ("Owner").

BILLING AND COLLECTING PROCEDURES

Credit Limitation/Deposit:

USWC will qualify Subscribers for Owner's Product delivered over USWC's Network and Gateway Services in the following manner:

One person per Subscriber account must be responsible for the bill (Subscriber Responsible Party).

Only the Subscriber Responsible Party and his/her designees may create or change the service provided (add/drop services, modify credit limits, etc.).

USWC will establish a credit limit at the request of the Subscriber Responsible Party. At present, credit limits can be established only for the total account, not on a provider-by-provider basis. If the Subscriber Responsible Party sets a credit limit, USWC will not deliver services if the account balance exceeds the credit limit until the balance is brought below the credit limit.

USWC will not require a security deposit from any Subscriber Responsible Party unless that Subscriber has been previously disconnected for nonpayment of charges for Network or Gateway Services, Channels or other programming delivered over USWC's Network or Gateway Services. In this event, USWC will require a security deposit in the amount of \$50.00. In the event of nonpayment of charges, the security deposit will be applied to the outstanding account balance, and if it is not sufficient to pay the entire balance, USWC will allocate the deposit on a prorated basis over all Owners and services represented in the outstanding balance.

Bills to Subscribers:

USWC will render bills to Owner's customers on a monthly basis, which bills will include customers' charges for the following month. Owner authorizes USWC to bill and collect amounts billed on behalf of Owner in accordance with the attached timetable, and to settle Subscribers' outstanding accounts on whatever terms USWC and its collection agencies are able to negotiate using reasonable business judgment. At the end of the collection period, USWC will recourse uncollected amounts to Owner, who shall be solely responsible for collection of any amounts owing to it.

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Exhibit C

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USWC will accept payment by cash, check, direct debit from the Subscriber's bank account and certain major credit cards.

USWC will attempt to collect the entire bill without any bias toward any Owner.

Partial payments will be allocated on a prorated basis over the Owners and services represented in the bill.

Service Guarantee:

USWC will staff its Operations Center 24 hours per day, seven days a week with sales/service and technical personnel. USWC will maintain office hours for its Operations Center from 7:00 a.m. until 10:00 p.m., seven days a week for in-person transactions (payment of bills, distribution of promotional literature, etc.).

Settlements with Owner:

USWC will provide a financial settlement and reconciliation of Owner's Fees billed and collected and amounts owed to USWC by Owner in accordance with the following procedure:

Settlement Period. The settlement period equals a calendar month during the duration of the Trial. Settlements are based upon all accounting transactions recognized during the settlement period.

Notification of Settlement Amount. A statement of the settlement amount due Owner, or in the case of a negative settlement, the amount due USWC, will be forwarded to the address specified by Owner by the 15th of the month immediately following the settlement period. The format and information contained on the settlement statement will consist of the information contained in Calculation of Amount Due Owner.

Calculation of Amount Due Owner. The Amount Due Owner at the end of each settlement period will be based upon the following formula of items of Product billed on Owner's behalf:

	Billed Revenue
plus:	<u>Billed Taxes</u>
	Gross Billing
less:	Billing Adjustments
	Amounts Recoursed to Owner
	Amounts Due to USWC for Network and Gateway
	<u>Services Pursuant to Article 3.5</u>
	<u>Amount Due Owner</u>

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Terminology.

Billed Revenue - Gross billed revenue related to Channels billed on behalf of Owner by USWC.

Billed Taxes - Taxes applied to billed revenue on behalf of Owner by USWC.

Billing Adjustments - Adjustments to billed revenue, including the related tax. Billing adjustments are those made to, and reflected on, the Subscriber's bill.

Amounts Recoursed to Owner - Billed, or adjusted amounts which have been deemed uncollectible at the conclusion of the Billing and Collection Timetable.

Amounts Due to USWC - This line includes USWC's charges as set forth in Article 3.5 for Network and Gateway Services. This amount includes the charges for tariffed services and the additional Network and Gateway Services as set forth in Article 2.2. Owner authorizes USWC to pay on Owner's behalf, amounts due to USWC for tariffed services.

Negative Settlements (Amount Due USWC). In the event that any combination of Billing Adjustments, Amounts Recoursed to Owner, and Amounts Due to USWC exceeds the billed revenue and tax amounts in a single settlement period, there will result an amount due USWC. Under these circumstances, Owner agrees to pay USWC as specified under Payment of Settlement Amount.

Payment of Settlement Amount & Form of Payment. Payment of the settlement amount identified in the settlement statement will be made by the last day of the calendar month immediately following the settlement period. Computed settlements of less than one hundred thousand dollars (\$100,000) will be made by bank draft to the location specified by Owner. Payments of one hundred thousand dollars (\$100,000) and greater will be made by wire transfer to the financial institution specified by Owner.

Similarly, in the event of a negative settlement or an amount due USWC, Owner agrees to make payment to USWC by the last day of the calendar month immediately following the settlement period. Payment should be sent to:

U S WEST Communications, Inc.
Attn: Remittance Processing Center
900 KEO, Room 2N
Des Moines, IA 50309

Excessive Bad Debt Experience Adjustment. In the event the ratio of Amounts Recoursed to Owner to Billed Revenue is found to equal or exceed seven and one-half percent (7.5%), the

settlement formula will be altered to withhold an appropriate reserve to offset anticipated future bad debt. The ratio is determined by dividing the Amount Recoursed to Owner for the settlement period by the Billed Revenue of the settlement period times three (3) months.

Final Payment. Upon termination of the final full month of the trial, the final full month settlement payment will be adjusted to reflect the withholding of a reserve amount for post-trial billing adjustments and Amounts Recoursed to Owner. This reserve amount will be equal to three (3) times the average adjustment and Amounts Recoursed to Owner for the three (3) months immediately preceding the final full month of the trial, plus the Amount Due to USWC for the preceding month.

Post-Trial Period Settlements. For a period of 91 days after the last bill is issued on behalf of Owner, Owner agrees to continue monthly settlement with USWC. These post-trial settlements will reflect post-billing adjustments, Amounts Recoursed to Owner and recoveries of amounts previously recoured to Owner.

At the conclusion of the 91-day period, any subsequent amounts due Owner, or amounts due USWC for settlement-related matters, will not be enforced by either party, except as provided in Article 2 relating to Audit.

Amounts due Owner during this 91-day period will be offset first by the reserve withheld from the last full month of billing until that reserve is fully consumed.

In the event the reserve is not sufficient to cover these post-trial or post-Owner participation settlements, Owner agrees to remit amount due USWC.

In the event the reserve is not fully utilized at the end of the 91-day period, the remainder balance will be returned to Owner.

Tax Reports. Reports detailing the gross revenue billed, adjusted, and tax applicable to Owner's Channels, will be sent to the location specified by Owner by the fifteenth of the month immediately following the settlement period.

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BILLING AND COLLECTION TIME TABLE

Day 1	Billing data for the following month is compiled and a bill is printed.
Day 2	Bill is mailed to customers.
Day 5	Customer receives bill in mail.
Day 25	Bill "pay-by" date.
Day 35	Reminder notice is generated and sent to customer if the customer's account balance is over the collections threshold. The notice will inform the customer that service will be interrupted if payment is not received by Day 43.
Day 38	Customer receives reminder notice.
Day 43	If no response to reminder notice, USWC makes an outbound call to customer to let customer know service will be interrupted on the following day unless payment arrangements are made and that there will be a reconnect fee if service is interrupted for nonpayment.
Day 44	If no response to outbound call, service is interrupted. Customer is sent notice that service has been interrupted for nonpayment, and that the customer needs to pay outstanding charges.
Day 47	Customer receives nonpayment notice.
Day 52	Customer is sent notice stating that in the event payment is not made by Day 55, the account will be turned over to a collection agency.
Day 55	Customer receives notice.
Day 61	If no payment, account is referred to a collection agency selected by USWC.
Day 91	USWC recourses outstanding amounts to Owner.

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Exhibit C

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EXHIBIT D

To that certain Services Agreement dated as of 27 MAR 1991 (the "Services Agreement") by and between U S WEST Communications ("USWC") and Interface Communications Group, Inc. and Jeffrey Morgan, individually ("Owner").

List of SELECTED Channels for Trials

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Exhibit D

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EXHIBIT E

To that certain Services Agreement dated as of 27 May 1994 (the "Services Agreement") by and between U S WEST Communications ("USWC") and Interface Communications Group, Inc. and Jeffrey Morgan, individually ("Owner").

TOWER LEASE AGREEMENT FOR TOWER SPACE AND CONCRETE PADS

This lease agreement ("Lease") is made and entered into as of the day of May, between U S WEST Communications, Inc ("Lessor") and Interface Communications Group, Inc. ("Lessee").

For and in consideration of the mutual promises and covenants herein, the parties do mutually agree as follows:

RECITALS

A. Lessor currently owns the land and tower at the following location (the "Property"):

2441 South 130th Circle
Omaha, NE 68144

B. Lessee desires to obtain the right from Lessor to use a portion of the tower and concrete pads for the purposes of placing its telecommunications equipment (the "Equipment") on the site, and for operating and maintaining the Equipment on the site. Lessor is willing to grant such a right to Lessee for such purpose subject to the terms and conditions set forth herein.

LEASE TERMS

NOW, THEREFORE, in consideration of the foregoing and payment of rent by Lessee and keeping and performance of the covenants and agreements by Lessee under this Lease, Lessor hereby leases to Lessee space on its tower for the placement, operation and maintenance of Lessee's Equipment, together with the nonexclusive right for ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicle, including trucks. Lessee shall also have access seven days a week, twenty-four hours a day, to Lessee's Equipment.

1. Basic Information. In addition to the terms that are defined elsewhere in this Lease, the following terms are used in this Lease:

- | | |
|-----------------------|---|
| (a) Lessor: | U S WEST Communications, Inc.,
a Colorado corporation. |
| (b) Lessor's Address: | 1999 Broadway, Suite 2800
Denver, Colorado 80202 |

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(c) Lessee: Interface Communications Group, Inc.
(d) Lessee's Address: 7490 Clubhouse Road
Boulder, CO 80301
(e) Commencement Date: July 1, 1994
(f) Expiration Date: Termination of Lessor's Market Trial
(g) Rent: \$100 per month.

2. Term. The term of the Lease shall begin on the Commencement Date and shall expire on the Expiration Date.

3. Rent. On the first day of each month during the term of this Lease, but beginning at the commencement of Lessor's Technical Trial, Lessee shall pay the Rent to Lessor at Lessor's address, or to such other person, firm or place as the Lessor may, from time to time, designate in writing at least 30 days in advance of any rental payment date. If the Commencement Date or the Expiration Date is a day other than the first day of a month, the Rent for said partial month shall be prorated based on the number of days in the month that are within the term.

4. Use. Lessee shall use the Property for the purpose of placing, maintaining, and operating its Equipment and uses related directly thereto and in accordance with the Services Agreement of which this Lease is a part, and for no other purpose. All improvements shall be at the Lessee's expense. It is understood and agreed that Lessee's ability to use the Property is contingent upon its obtaining, after the execution date of this Lease, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. Lessor shall cooperate with Lessee in its efforts to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Lessee. Lessor shall not unreasonably deny Lessee access to Property or otherwise interfere with Lessee's exercise of its rights and obligations under this Lease or the Services Agreement.

5. Lessee's Facilities.

(a) The Lessee shall comply with the practices or procedures in Lessor's "Minimum Standards for Communications Sites," attached hereto as Attachment 1 and by this reference made a part hereof. Lessor reserves the right to modify the standards set forth in Attachment 1.

(b) Lessee will obtain in advance from Lessor written approval of the type, location, mounting and placement of Lessee's facilities located on the Property. It is understood that all construction and installation performed on the Property must be reviewed and approved in writing by Lessor. Lessee agrees to occupy and use the Property solely for the operation of Lessee's facilities, as specifically listed in Section 4. Equipment may be added to Lessee's facilities only with Lessor's prior review and written approval.

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(c) Lessor's approval of any placement or specifications shall not be construed to be a warranty or representation that such plans or specifications are in conformity with any laws or ordinances.

6. Operation of Lessee's Facilities.

(a) Lessee shall be responsible, at its sole cost, for the placement, installation, and maintenance of its Equipment, and the placement of its Equipment on Lessor's tower and concrete pads.

(b) Lessee shall conform to all applicable laws and regulations of any public authority affecting the Property and the use thereon, and shall correct, at Lessee's sole expense, any costs of such compliance including any fines or penalties. The Lessee shall, at its own cost, obtain all Federal, state and local permits and licenses necessary to operate under this Lease. If, as a result of Lessee's operations or use of said Property hereunder, any statute, law, ordinance, rule, regulation or requirement is violated, Lessee shall protect, save harmless, defend and indemnify Lessor, its officers, employees and agents, against and from any and all penalties, fines, costs and expenses, including court costs and counsel fees, imposed upon or incurred by Lessor, its officers, employees or agents, resulting from, or connected with, such violation or violations.

(c) Lessee shall not remove any valuable materials, minerals, coal, oil or gas without consent of the Lessor.

(d) Lessee shall protect the Property from fire and report and suppress such fires as might occur.

(e) Lessee shall not allow debris or refuse to accumulate on the Property.

(f) In its use of the Property, Lessee will not interfere with the operations of Lessor or other occupants of the Property or the tower. In the event of any such interference, Lessee shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits other operations, and Lessee does not correct or commence to correct such interference within 24 hours, or if there are intermediate levels of interference and Lessee does not correct or commence to correct such interference within 30 days, Lessee shall discontinue operating such equipment, on Lessor's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. Lessor shall additionally have the option to terminate this Agreement.

(g) Lessor shall not interfere with Lessee's use of the Property, so long as Lessee's use is in conformity with the terms of this Lease and the Services Agreement.

(h) Lessee's installations shall conform to the approved Technical Data Sheet attached hereto as Attachment 2. The Lessee shall not change or add additional transmitting or receiving frequencies or

equipment without submitting a new Technical Data Sheet for approval. Lessee shall not raise effective radiated power beyond that authorized by the approved Technical Data Sheet.

(i) Lessor shall be the sole judge as to all requirements concerning communication facilities which it needs or which may be interfered with and as to whether there is, in fact, interference with Lessor's facilities or those of others. Lessor's facilities as used in this paragraph shall mean facilities of Lessor, its successors or assigns and the facilities of facilities of associated or affiliated companies. Notwithstanding the foregoing, Lessor assumes no liability whatsoever or responsibility for approval of Lessee's facilities and does not by accepting Lessee's evidence of non-interference, waive any rights with respect to future interference, or pass on the adequacy of Lessee's equipment for safety or other purposes.

(j) Lessee shall operate Lessee's facilities with due care and maintain the property in a safe, clean and sanitary condition, and Lessee shall keep the property in good repair, exercising due regard for Lessor's equipment upon the property or adjoining premises. Lessee shall bear the expense of any loss or damage to Lessor's equipment or to the property caused by Lessee or by its failure to exercise due care or perform its obligations hereunder.

(K) Lessee shall cease operation temporarily or reduce power if required by Lessor to conduct tests, perform tower work, or make emergency repairs. Such occasions, in so far as practicable, shall be preceded by notice and shall occur at times mutually agreeable to Lessor and Lessee.

7. Modification of Facility. If Lessor, by reason of its existing or planned communications operations, must add, change or improve its facilities, and would, by reason of these additions, changes or improvements, either need the property occupied by Lessee, or need Lessee to change its facilities in order to prevent any interference with Lessor facilities, Lessor shall give Lessee a 90-day written notice of such need, and Lessor and Lessee will mutually agree to modify, change or correct facilities so no interference to Lessor's operation shall exist.

8. Mechanics' Liens. Lessee shall not suffer or permit any mechanic's lien, or other lien, to be filed against said property, or any part thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee, or anyone claiming under Lessee. If any such mechanic's lien, or other lien, shall at any time be filed against said property, Lessee shall cause the same to be discharged of record within 30 days of the date of filing the same, and if Lessee shall fail to discharge such lien within such period, then Lessor may, at its option, discharge the same by paying the amount claimed to be due without inquiry into the validity of the same, and Lessee shall thereupon reimburse Lessor for any payment so made. If Lessee desires to contest any claim of a lien, Lessee shall furnish to Lessor adequate security of at least 150% of the amount of the claim, plus estimated costs and interest and, if a final judgment establishing

the validity or existence of any lien for any amount is entered, Lessee shall satisfy and pay the same at once, and, on receipt of notice of payment of any such final judgment, Lessor shall return any security paid.

9. Security. Except for emergency access by Lessee, its agents, employees or invitees, Lessor may from time to time, on 24 hour prior notice to Lessee, impose such reasonable restrictions on the time and means of access to the Property as it deems necessary for security precautions.

10. Insurance. At all times during the term of this Lease, Lessee will carry and maintain, at its own cost and expense, (a) "all risk" property insurance, covering all personal property kept or stored on the Property; (b) statutory workers' compensation insurance, as required in the state in which the Property is located; (c) employers' liability or "stop gap" insurance, with limits of not less than \$100,000 each accident; (d) commercial general liability insurance, with a combined single limit of \$2,000,000 per occurrence, including coverage for premises-operations, contractual liability, and personal injury; and (e) should the Lessee use motor vehicles on or about the Property, comprehensive automobile liability insurance, covering the ownership, operation, and maintenance of all owned, non-owned, and hired motor vehicles, with a combined single limit of \$500,000 per occurrence. All such insurance shall be placed with insurers having a "Best's" rating of B+XIII and under such form of policies acceptable to Lessor. Lessee shall forward to Lessor certificates of insurance evidencing coverage prior to entering onto the Property and upon renewal of coverage thereafter. Certificates shall provide that Lessor be named as an additional insured on all policies (except workers' compensation), that 30 days' prior written notice of material change or cancellation of coverage shall be provided to Lessor, that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Lessor, and that the policy provides severability of interest/cross-liability coverage. Lessor's public liability and property damage insurance will not be carried for the benefit of Lessee, and Lessee will have no right or claim in the proceeds of any such insurance and no right of indemnity from claims on account of Lessor's insurance. Lessee will not act or permit acts upon the Property that would jeopardize or conflict with fire insurance policies or increase the rate of fire insurance.

11. Waiver and Indemnity.

(a) Lessee assumes all risks of its own operations, and Lessee and its agents and independent contractors shall indemnify and hold harmless Lessor from and against any and all claims, actions, damages liabilities and expenses, including costs and reasonable attorneys' fees, by reason of death or injuries to persons or damage to property arising out of this Lease or the Property, except to the extent caused by the negligence of Lessor, its agents, employees or invitees.

(b) Lessor and Lessee, and all parties claiming under them, hereby mutually release and discharge each other from all claims,

liabilities and rights of action arising from or caused by any hazard covered by insurance on the Property, or covered by insurance in connection with property on, or activities conducted on, the Property, regardless of the cause of the damage or loss.

(c) If Lessee's facilities are destroyed or damaged by any cause to such an extent or degree that Lessee suffers shut down of service or loss of revenue or property, Lessor shall not be responsible in any way for any loss of such revenue or property. If Lessee cannot or chooses not to restore service within 90 days, either party may, at its option and without liability, terminate this Lease.

12. Environmental Matters.

(a) Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Property associated with the Lessee's use of Hazardous Materials.

(b) Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Property by Lessee.

(c) "Hazardous Materials" means asbestos or any hazardous substance, waste or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA.

(d) The obligations of this section shall survive the expiration or other termination of this Agreement.

13. Taxes or Assessments. Lessee shall pay additional taxes or assessments, if any, which may be levied or charged to Lessor as a result of Lessee's facilities.

14. Inspection. Lessor reserves the right to enter the Property to inspect the same.

15. Assignment. Lessee shall not assign this Lease nor sublet any part or all of the Property without consent of Lessor, which consent will not be unreasonably withheld. This Lease shall otherwise inure to the benefit of and be binding upon the successors and assigns of the parties.

16. Holdover. Should Lessee hold over after the expiration of this Lease, Lessee shall become a Lessee from month to month and shall

abide by each and every one of the terms provided herein as may be applicable. Such lease shall continue until terminated by either party giving 30 days' notice to the other party.

17. Removal. Upon the expiration or other termination of this lease, Lessee shall quit and surrender to the Lessor the space which it has occupied on the property in good order and condition, and Lessee shall remove all of its equipment. If within 30 days after the termination of this lease Lessee has not removed its equipment and property and restored the property, Lessor may do so and Lessee shall reimburse Lessor for all expenses or costs for removal and restoration.

18. Nonexclusiveness. Lessee acknowledges and agrees that this lease from the Lessor to use the property is of a nonexclusive nature, and that the Lessor, at its sole discretion, has the right to grant other licenses, leases or rights of use, of any kind or nature, to parties other than Lessee, provided that such uses do not unreasonably interfere with Lessee's operation of the equipment.

19. Attornment. The term "Lessor," as used in this lease, shall mean and include only the owner or owners of the tower at the time in question, and, in the event of any transfer or transfers of title thereto, Lessor herein named (or in the case of any subsequent transfers or conveyances, the then grantor) shall be automatically released from, after the date of such transfer or conveyance, all liability as respects the performance of any covenants or obligations on the part of Lessor contained in this lease, excluding any obligation of Lessor or such grantor to be performed prior to such transfer, and Lessee shall attorn to the new owner; provided, however, that no such transfer of title shall be effective as against Lessee until Lessee has received written notice thereof. Any such transfer or transfers of title or conveyances shall not disturb Lessee's rights under this lease so long as Lessee is not in default under this lease.

20. Default. The following shall constitute defaults ("Defaults") under this lease: (a) Lessee shall fail to correct and eliminate interference caused by the Equipment; or (c) Lessee shall fail to perform any of the other agreements, terms covenants or conditions hereof on Lessee's part to be performed, and such nonperformance shall continue for a period of 30 days after written notice thereof from Lessor to Lessee, or if such performance cannot be reasonably accomplished within such 30-day period, Lessee shall not have commenced in good faith such performance within such 30-day period or shall not have diligently proceeded therewith to completion. In the event of any such Default, Lessor shall have the right, at Lessor's option, to terminate Lessee's rights to use the property and other rights hereunder, in which event Lessee's right to use the property and rights hereunder shall be terminated as if the lease had expired at the end of the term hereof, except as to Lessee's liability as herein provided, and Lessee shall surrender the property and remove all of its equipment. Lessor's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief and specific

EXHIBIT F

To that certain Services Agreement dated as of 27 March 1994 (the "Services Agreement") by and between U S WEST Communications ("USWC") and Interface Communications Group, Inc. and Jeffrey Morgan, individually ("Owner").

FINANCIAL INFORMATION

HIGHLY
CONFIDENTIAL

MOSTLY MEDIA
0014687

(5/23/94)

Exhibit F

-1-

EXHIBIT G

To that certain Services Agreement dated as of 22 November 1994 (the "Services Agreement") by and between U S WEST Communications ("USWC") and Interface Communications Group, Inc. and Jeffrey Morgan, individually ("Owner").

<u>Month After Services Agreement Signed</u>	<u>Payment Amount</u>
1	\$100,000
2	200,000
3	300,000
4	400,000
5	500,000
6	500,000
7	500,000
8	600,000
9	600,000
10	600,000

HIGHLY
CONFIDENTIAL

MOSTLY MEDIA
0014688

Exhibit G